

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN
THE CITY OF DORAL
AND
SFM SERVICES, INC.
FOR
ITB 2020-14 RIGHT-OF-WAY MAINTENANCE SERVICES**

This Third Amendment to the Agreement between the **CITY OF DORAL** ("City") and **SFM SERVICES INC.** ("Provider") executed this 28 day of August, 2024, is made a part of the original Agreement between the parties dated August 31, 2020 (the "Agreement"), between the City and Provider attached hereto as Exhibit "A". The City and Provider hereby agree as follows:

RECITALS

WHEREAS, ITB 2020-14 was issued on April 13, 2020 for the purpose of providing Right-of-Way Maintenance Services along the public right-of-way; and

WHEREAS, SFM Service Inc (SFM) was deemed the lowest most responsive and responsible bidder; and

WHEREAS, the Mayor and the City Councilmembers authorized the City Manager via Resolution No. 20-159 to enter into a Professional Service Agreement with SFM for the provision of right-of-way maintenance services for an initial period of three (3) years with the option to renew for two (2) one (1) year periods; and

WHEREAS, on August 14, 2024 the Mayor and City Councilmembers authorized the City Manager via Resolution No. 24-186 to amend the SFM right-of-way maintenance contract to include the landscape maintenance of recently completed Doral Blvd Phase II Median Landscape Improvement; and

WHEREAS, the City being satisfied with the services provided by the Provider, the City and Provider now wish to amend the original agreement through this Third Amendment to provide for the originally contemplated renewal terms, and to exercise the same.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. **EFFECTIVE DATE.** The effective date of this Third Amendment shall be August 14, 2024 when Resolution No. 24-186 was executed.
2. **AMENDMENTS.** Include the landscape maintenance of recently completed Doral Blvd Phase II Median Landscape Improvement.
3. **EXTENSION OF TERM.** The parties hereby agree to renew the Agreement until August 31, 2025 as of the date of the execution of the second renewal option letter.
4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties shall remain in full force and effect.


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its Principal, whose representative has been duly authorized to execute same.

Attest:

CITY OF DORAL



Connie Diaz
City Clerk

By: 


Rey Valdes
City Manager

Date: 8/28/2024

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

PROVIDER
By: 

Its: President



Lorenzo Cobiella, Esq.,
Gastesi, Lopez and Mestre, PLLC
City Attorney

Date: 8-23-24